



19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT (US\$)
	(CONTINUE)				
32a. QUANTITY IN COLUMN 21 HAS BEEN					
<input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35.AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER		39.S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42.a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT ( <i>Location</i> )		
			42.c DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

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## SECTION I--STATEMENT OF WORK

The Contractor shall provide a series of four individual programs (three seminars and one workshop) focused on transformational organizational leadership/change management that addresses leadership philosophy, practices, and principles. These seminars shall incorporate and support the Internal Revenue Service (IRS) 21 Leadership Competencies with particular emphasis on the nine competencies identified in Section VI. The seminars shall utilize dynamic learning formats such as case studies, scenario development, diverse background reading, self-assessment, IRS Executive faculty and participant feedback, dialogue, individual research, expert speakers (internal and external), and individual written assignments.

The Contractor shall provide all seminar and workshop material, except for books, for experiential exercises. Prior to the start of each seminar/workshop, the Contractor shall coach and prepare the IRS personnel selected to serve as IRS Executive Instructors in assisting the Contractor in facilitating the seminar.

The Contractor, at the request of the COTR, may be required to customize its proposed commercial products to the needs of individual IRS work units.

The Contractor's instructor/facilitator shall possess the following: a working knowledge of the IRS organization with respect to both its leadership and products; the IRS 21 leadership competencies; extensive knowledge and experience in conducting seminars and workshops at the business unit level on transformational organizational leadership/change management; and academic credibility.

The four program elements are as follows:

### Seminar 1 – Leading Change Seminar

The Contractor shall structure this seminar as a 9 day course that is divided into two separate phases. Phase one will be 5 days in duration, phase two will be conducted approximately three months after the completion of phase one and will be 4 days in duration. During the three month interim between phase one and phase two, the Contractor shall provide one faculty meeting teleconference with the participants. It shall be conducted along with an IRS Executive Instructor. The target audience is senior level IRS managers. The typical seminar size is 25 people, but the actual number will be specified in the delivery order and accordingly priced.

The Contractor shall prepare instructor/participant material based on the following outcomes:

- Shift from “management” to “leadership” perspective
- Articulate, share and commit to a “personal leadership statement”
- Recognize and apply change management leadership competencies to ongoing organizational transformation
- Assess alignment with leadership competencies and develop and track competency enhancement efforts

### Seminar 2 – Leading Change Seminar for Past Participants

The Contractor shall structure this seminar as a 3 day course. It shall be conducted along with 2 to 3 IRS Executive Instructors. The target audience is senior level IRS managers who have completed the "Leading Change" Seminar. The typical number of participants is 100 people, but the actual number will be specified in the delivery order and accordingly priced.

The Contractor shall prepare instructor/participant material based on the following outcomes:

- Recognize and apply change management leadership competencies to ongoing organizational transformation
- Assess alignment with leadership competencies and develop and track competency enhancement efforts

### Seminar 3 – Leading Change Breakthrough Performance Seminar

The Contractor shall structure this workshop as a 3 day course. It shall be conducted with 6 to 8 IRS Executive Instructors (senior level IRS managers may also serve as Executive Instructors). The typical seminar size is 120-150 people that will consist of intact work groups (the actual number will be specified in the delivery order and accordingly priced). The contractor will work with these intact work groups in selecting a challenge, creating the team that will engage the process and facilitate them through the process. The Contractor shall also support the team in implementing innovative ideas and building the capabilities of generating additional efforts.

### Workshop 1 – Performance Engagement Competencies Workshop

The Contractor shall structure this workshop as a 3 day course. It shall be conducted with 6 to 8 IRS Executive Instructors (senior level IRS managers may also serve as Executive Instructors). The attendees will be from intact work groups selected by the operating/functional divisions. The typical workgroup size is 120-150 people that will consist of intact work groups (the actual number will be specified in the delivery order and accordingly priced).

The goal of this workshop is to help managers enhance employee engagement by focusing on the critical components of communication, problem solving, feedback, reinforcement and continual learning fundamental to successful performance leadership at all levels. Follow-up with intact work groups on the process when requested by the operating/functional divisions.

## **GOVERNMENT RESPONSIBILITY**

The Government will be responsible for selecting the site for each seminar, providing facilities, providing books, coordinating hotel reservations for the instructors, and providing equipment.

## **PERFORMANCE MEASUREMENT**

While the Contractor is responsible for all aspects of its performance, the Government has identified two critical performance criteria that will be evaluated throughout the life of the contract. The first is attendee satisfaction. At the end of each seminar, the Government shall distribute seminar surveys to all attendees similar to the first form identified in Section V--Attendee Evaluation Form. This data will be used to assess at a minimum the quality of the instructor's presentation style, usefulness and applicability to current job and organization, and knowledge of the instructor. The Contractor's performance during a contract year must average a 4.5 with no individual seminar in which the average score drops below 4.0 to be considered satisfactory.

For an individual seminar in which the average score falls below 4.0, the Contractor shall review all aspects of the seminar to determine what corrective action is needed to enhance the quality of the seminar and present the recommendations to the COTR for review and approval within fourteen calendar days of being notified by the Government designated representative..

The second critical performance criteria will assess the impact of the seminars and workshops on the overall business units as measured by changes in productivity and cost savings similar to the second form identified in Section V--Annual Business Unit Assessment of the Impact of the Transformational Leadership Seminar/Workshop. The data to measure this criteria will be collected, reported, and analyzed by the Government. The results of this analysis will be provided to the Contractor. All gains in productivity or cost savings attributable to the impact of this course will be documented and entered into the Government-wide past performance database.

## QUALITY ASSURANCE

Performance will be monitored primarily through the individual seminar/workshop evaluations and the annual business unit productivity and cost savings assessment. For the seminar evaluation reports, the COTR shall collect and analyze data and notify the Contractor within 30 days of his overall score. At the end of the contract year, the COTR will collect and analyze the data over a one year contract period and derive an average annual score and again notify the contractor of the results within 30 days of the end of the contract year. The COTR may also utilize other methods to monitor quality such as attending the seminars to monitor performance.

For the annual business unit productivity and cost savings assessment, the results of the analysis will be provided to the Contractor within 60 days after the contract year for which the assessment has been completed.

## SECTION II--CONTRACT LINE ITEM PRICES

The work that may be ordered under this contract is identified by contract line item number (CLIN) designated by a four digit numeric value and also at the sub-CLIN level. The sub-CLINS are designated with an additional alphabetic suffix. The prices for the major CLINs (x001, x002, x003, and x004) are predicated on a minimum number of attendees. The quantity of the seminar material that will be ordered will be based on the actual number of attendees. This may be less than the minimum numbers specified in the major CLIN or more if the Government chooses to add attendees for a particular seminar or workshop.

The unit prices for the CLINs and sub-CLINS are firm fixed price, unless specifically designated as a reimbursable line item, e.g., guest speaker and travel costs.

**CONTRACT LEVEL MINIMUM AND MAXIMUM AMOUNTS.** Over the life of this contract, the minimum amount that the Government is obligated to order is \$25,000. The maximum amount that the Government may order over the life of this contract is \$3,100,000.

### BASE PERIOD February 7, 2005 - February 6, 2006

CLIN	DESCRIPTION	UNIT PRICE	Unit
0001	Leading Change Seminar for 20 attendees	\$	Per Seminar
0001A	Additional Seminar Attendees	\$	Per Attendee
0001B	Seminar Material (excluding books)	\$	Per Attendee
0001 C	Supplemental Instructor/Facilitator	\$	Per Day
0001	Faculty Meeting	\$	Per Day

D			
0002	Leading Change Seminar For Past Participants for 50 Attendees	\$	Per Seminar
0002A	Additional Seminar Attendees	\$	Per Attendee
0002B	Books and Other Seminar Material	\$	Per Attendee
0002 C	Supplemental Instructor/Facilitator	\$	Per Day
0002 D	Faculty Meeting	\$	Per Day
0003	Leading Change Breakthrough Performance Workshop for 50 Attendees	\$	Per Workshop
0003A	Additional Seminar Attendees	\$	Per Attendee
0003B	Books and Other Seminar Material	\$	Per Attendee
0003 C	Supplemental Instructor/Facilitator	\$	Per Day
0003 D	Faculty Meeting	\$	Per Day
0004	Performance Engagement Competencies Workshop for 50 Attendees	\$	Per Workshop
0004A	Additional Seminar Attendees	\$	Per Attendee
0004B	Books and Other Seminar Material	\$	Per Attendee
0004 C	Supplemental Instructor/Facilitator	\$	Per Day
0004 D	Faculty Meeting	\$	Per Day
0005	Other Direct Costs (Reimbursable)		
0005A	Guest Speaker Category I (Seminar with 30 attendees or less)	Not-To-Exceed \$2,000	Per Speaker
0005B	Guest Speaker Category II (Seminar with more than 30 attendees)	Not-To-Exceed \$15,000	Per Speaker
0005 C	Travel	Not-To-Exceed \$20,000	Per Seminar or Workshop
0006	Cancellation Fee	\$	Per Seminar/ Workshop

**OPTION PERIOD 1**  
**February 7, 2006 - February 6, 2007**

CLIN	DESCRIPTION	UNIT PRICE	Unit
1001	Leading Change Seminar for 20 attendees	\$	Per Seminar

1001A	Additional Seminar Attendees	\$	Per Attendee
1001B	Seminar Material (excluding books)	\$	Per Attendee
1001C	Supplemental Instructor/Facilitator	\$	Per Day
1001D	Faculty Meeting	\$	Per Day
1002	Leading Change Seminar For Past Participants for 50 Attendees	\$	Per Seminar
1002A	Additional Seminar Attendees	\$	Per Attendee
1002B	Books and Other Seminar Material	\$	Per Attendee
1002C	Supplemental Instructor/Facilitator	\$	Per Day
1002D	Faculty Meeting	\$	Per Day
1003	Leading Change Breakthrough Performance Workshop for 50 Attendees	\$	Per Workshop
1003A	Additional Seminar Attendees	\$	Per Attendee
1003B	Books and Other Seminar Material	\$	Per Attendee
1003C	Supplemental Instructor/Facilitator	\$	Per Day
1003D	Faculty Meeting	\$	Per Day
1004	Performance Engagement Competencies Workshop for 50 Attendees	\$	Per Workshop
1004A	Additional Seminar Attendees	\$	Per Attendee
1004B	Books and Other Seminar Material	\$	Per Attendee
1004C	Supplemental Instructor/Facilitator	\$	Per Day
1004D	Faculty Meeting	\$	Per Day
1005	Other Direct Costs (Reimbursable)		
1005A	Guest Speaker Category I (Seminar with 30 attendees or less)	Not-To-Exceed \$2,000	Per Speaker
1005B	Guest Speaker Category II (Seminar with more than 30 attendees)	Not-To-Exceed \$15,000	Per Speaker
1005C	Travel	Not-To-Exceed \$20,000	Per Seminar or Workshop
1006	Cancellation Fee	\$	Per Seminar/ Workshop

**OPTION PERIOD 2**

**February 7, 2007 - February 6, 2008**

<b>CLIN</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>Unit</b>
2001	Leading Change Seminar for 20 attendees	\$	Per Seminar
2001A	Additional Seminar Attendees	\$	Per Attendee
2001B	Seminar Material (excluding books)	\$	Per Attendee
2001 C	Supplemental Instructor/Facilitator	\$	Per Day
2001 D	Faculty Meeting	\$	Per Day
2002	Leading Change Seminar For Past Participants for 50 Attendees	\$	Per Seminar
2002A	Additional Seminar Attendees	\$	Per Attendee
2002B	Books and Other Seminar Material	\$	Per Attendee
2002 C	Supplemental Instructor/Facilitator	\$	Per Day
2002 D	Faculty Meeting	\$	Per Day
2003	Leading Change Breakthrough Performance Workshop for 50 Attendees	\$	Per Workshop
2003A	Additional Seminar Attendees	\$	Per Attendee
2003B	Books and Other Seminar Material	\$	Per Attendee
2003 C	Supplemental Instructor/Facilitator	\$	Per Day
2003 D	Faculty Meeting	\$	Per Day
2004	Performance Engagement Competencies Workshop for 50 Attendees	\$	Per Workshop
2004A	Additional Seminar Attendees	\$	Per Attendee
2004B	Books and Other Seminar Material	\$	Per Attendee
2004 C	Supplemental Instructor/Facilitator	\$	Per Day
2004 D	Faculty Meeting	\$	Per Day
2005	Other Direct Costs (Reimbursable)		
2005A	Guest Speaker Category I (Seminar with 30 attendees or less)	Not-To-Exceed \$2,000	Per Speaker
2005B	Guest Speaker Category II (Seminar with more than 30 attendees)	Not-To-Exceed \$15,000	Per Speaker
2005 C	Travel	Not-To-Exceed \$20,000	Per Seminar or Workshop

2006	Cancellation Fee	\$	Per Seminar/ Workshop
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**OPTION PERIOD 3**  
**February 7, 2008 - February 6, 2009**

CLIN	DESCRIPTION	UNIT PRICE	Unit
3001	Leading Change Seminar for 20 attendees	\$	Per Seminar
3001A	Additional Seminar Attendees	\$	Per Attendee
3001B	Seminar Material (excluding books)	\$	Per Attendee
3001 C	Supplemental Instructor/Facilitator	\$	Per Day
3001 D	Faculty Meeting	\$	Per Day
3002	Leading Change Seminar For Past Participants for 50 Attendees	\$	Per Seminar
3002A	Additional Seminar Attendees	\$	Per Attendee
3002B	Books and Other Seminar Material	\$	Per Attendee
3002 C	Supplemental Instructor/Facilitator	\$	Per Day
3002 D	Faculty Meeting	\$	Per Day
3003	Leading Change Breakthrough Performance Workshop for 50 Attendees	\$	Per Workshop
3003A	Additional Seminar Attendees	\$	Per Attendee
3003B	Books and Other Seminar Material	\$	Per Attendee
3003 C	Supplemental Instructor/Facilitator	\$	Per Day
3003 D	Faculty Meeting	\$	Per Day
3004	Performance Engagement Competencies Workshop for 50 Attendees	\$	Per Workshop
3004A	Additional Seminar Attendees	\$	Per Attendee
3004B	Books and Other Seminar Material	\$	Per Attendee
3004 C	Supplemental Instructor/Facilitator	\$	Per Day
3004 D	Faculty Meeting	\$	Per Day
3005	Other Direct Costs (Reimbursable)		
3005A	Guest Speaker Category I (Seminar with 30 attendees or less)	Not-To-Exceed \$2,000	Per Speaker

3005B	Guest Speaker Category II (Seminar with more than 30 attendees)	Not-To-Exceed \$15,000	Per Speaker
3005 C	Travel	Not-To-Exceed \$20,000	Per Seminar or Workshop
3006	Cancellation Fee	\$	Per Seminar/ Workshop

**OPTION PERIOD 4**  
**February 7, 2009 - February 6, 2010**

CLIN	DESCRIPTION	UNIT PRICE	Unit
4001	Leading Change Seminar for 20 attendees	\$	Per Seminar
4001A	Additional Seminar Attendees	\$	Per Attendee
4001B	Seminar Material (excluding books)	\$	Per Attendee
4001 C	Supplemental Instructor/Facilitator	\$	Per Day
4001 D	Faculty Meeting	\$	Per Day
4002	Leading Change Seminar For Past Participants for 50 Attendees	\$	Per Seminar
4002A	Additional Seminar Attendees	\$	Per Attendee
4002B	Books and Other Seminar Material	\$	Per Attendee
4002 C	Supplemental Instructor/Facilitator	\$	Per Day
4002 D	Faculty Meeting	\$	Per Day
4003	Leading Change Breakthrough Performance Workshop for 50 Attendees	\$	Per Workshop
4003A	Additional Seminar Attendees	\$	Per Attendee
4003B	Books and Other Seminar Material	\$	Per Attendee
4003 C	Supplemental Instructor/Facilitator	\$	Per Day
4003 D	Faculty Meeting	\$	Per Day
4004	Performance Engagement Competencies Workshop for 50 Attendees	\$	Per Workshop
4004A	Additional Seminar Attendees	\$	Per Attendee
4004B	Books and Other Seminar Material	\$	Per Attendee
4004 C	Supplemental Instructor/Facilitator	\$	Per Day
4004 D	Faculty Meeting	\$	Per Day

4005	Other Direct Costs (Reimbursable)		
4005A	Guest Speaker Category I (Seminar with 30 attendees or less)	Not-To-Exceed \$2,000	Per Speaker
4005B	Guest Speaker Category II (Seminar with more than 30 attendees)	Not-To-Exceed \$15,000	Per Speaker
4005 C	Travel	Not-To-Exceed \$20,000	Per Seminar or Workshop
4006	Cancellation Fee	\$	Per Seminar/ Workshop

**OPTION PERIOD 5**  
**February 7, 2011 - February 6, 2012**

CLIN	DESCRIPTION	UNIT PRICE	Unit
5001	Leading Change Seminar for 20 attendees	\$	Per Seminar
5001A	Additional Seminar Attendees	\$	Per Attendee
5001B	Seminar Material (excluding books)	\$	Per Attendee
5001 C	Supplemental Instructor/Facilitator	\$	Per Day
5001 D	Faculty Meeting	\$	Per Day
5002	Leading Change Seminar For Past Participants for 50 Attendees	\$	Per Seminar
5002A	Additional Seminar Attendees	\$	Per Attendee
5002B	Books and Other Seminar Material	\$	Per Attendee
5002 C	Supplemental Instructor/Facilitator	\$	Per Day
5002 D	Faculty Meeting	\$	Per Day
5003	Leading Change Breakthrough Performance Workshop for 50 Attendees	\$	Per Workshop
5003A	Additional Seminar Attendees	\$	Per Attendee
5003B	Books and Other Seminar Material	\$	Per Attendee
5003 C	Supplemental Instructor/Facilitator	\$	Per Day
5003 D	Faculty Meeting	\$	Per Day
5004	Performance Engagement Competencies Workshop for 50 Attendees	\$	Per Workshop
5004A	Additional Seminar Attendees	\$	Per Attendee
5004B	Books and Other Seminar Material	\$	Per Attendee

5004 C	Supplemental Instructor/Facilitator	\$	Per Day
5004 D	Faculty Meeting	\$	Per Day
5005	Other Direct Costs (Reimbursable)		
5005A	Guest Speaker Category I (Seminar with 30 attendees or less)	Not-To-Exceed \$2,000	Per Speaker
5005B	Guest Speaker Category II (Seminar with more than 30 attendees)	Not-To-Exceed \$15,000	Per Speaker
5005 C	Travel	Not-To-Exceed \$20,000	Per Seminar or Workshop
5006	Cancellation Fee	\$	Per Seminar/ Workshop

### SECTION III-- CONTRACT CLAUSES

#### ***1. CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (52.212-4)(OCT 2003)***

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the

CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(6) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(7) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

## ***2. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (52.212-5)(JUNE 2004)***

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996)(31 U.S.C 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

       (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

       (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

       (4) (i) 52.219-5, Very Small Business Set-Aside (June 2003)(Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

       (ii) Alternate I (Mar 1999) of 52.219-5.

       (iii) Alternate II (June 2003) of 52.219-5.

  X   (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

       (ii) Alternate I (Oct 1995) of 52.219-6.

       (iii) Alternate II (Mar 2004) of 52.219-6.

       (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

       (ii) Alternate I (Oct 1995) of 52.219-7.

       (iii) Alternate II (Mar 2004) of 52.219-7.

  X   (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

       (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002)(15 U.S.C. 637 (d)(4)).

       (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

X (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

\_\_\_ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

\_\_\_ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

\_\_\_ (21) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (22) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

\_\_\_ (23) (i) 52.225-3, Buy American Act –Free Trade Agreement – Israeli Trade Act (Jan 2004)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77,108-78).

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

\_\_\_ (24) 52.225-5, Trade Agreements (June 2004)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (25) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of

Foreign Assets Control of the Department of the Treasury).

\_\_\_ (26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).

\_\_\_ (27) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).

\_\_\_ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (29) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (30) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

\_\_\_ (31) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

\_\_\_ (32) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

\_\_\_ (33) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

\_\_\_ (34) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

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(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989)(41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, et seq.).

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(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

### **3. ORDERING (52.216-18) (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award, through contract expiration.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

**4. INDEFINITE QUANTITY (52.216-22) (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 30th, 2010.

(End of Clause)

**5. EVALUATION OF OPTIONS (52.217-5)(JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government’s best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

**6. OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9) (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of Clause)

**7. OTHER DIRECT COSTS**

The other direct costs (ODCs) shall be paid to the Contractor on a reimbursable basis on the actual amount invoiced to the Contractor, but not exceeding the amounts specified in the CLIN and Sub-CLIN prices. All travel must be conducted in accordance with the Joint Travel Regulations as issued by the General Services Administration. Any deviations must be approved by Government.

No additional loading shall be authorized, e.g., overhead, material handling, G&A, or profit. The Contractor shall not incur any reimbursable ODC costs without the prior approval of the Government and shall provide an adequate breakdown of the ODCs and other supporting documentation as needed for the Government to support or verify these reimbursable costs.

**8. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)  
APPOINTMENT AND AUTHORITY(1052.201-70) (APR 2004)**

(a) The contracting officer's technical representative is  
Darlene Yvonne Jarrett.

(b) Performance of work under this contract must be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:

- (1) constitutes a change of assignment or additional work outside the specification(s)/work statement;
  - (2) constitutes a change as defined in the clause entitled "Changes";
  - (3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
  - (4) changes any of the terms, conditions, or specification(s)/work statement of the contract;
  - (5) interferes with the contractor's right to perform under the terms and conditions of the contract; or
  - (6) directs, supervises or otherwise controls the actions of the contractor's employees.
- (d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, with a copy to the contracting officer.
- (e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.
- (f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

(End of clause)

## **9. CONTRACTING OFFICER**

The contracting officer designated for administering this contract is TBD.

## **10. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (IRSAP 1052.242-9000)(SEP 2000)**

### **a. Contractor Performance Evaluations**

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained via the Internet at [http://ocm.od.nih.gov/cdmp/cps\\_contractor.htm](http://ocm.od.nih.gov/cdmp/cps_contractor.htm).

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

[End of clause]

## ***11. COMPETITIVE SOURCING IMPACT***

Office of Management and Budget (OMB) Circular A-76 prescribes the competitive sourcing process to be followed by Federal Agencies. The IRS has tentatively identified the Learning and Education (L&E) functions currently being performed by civil servants as appropriate for an A-76 competition. While this contract is itself outside the scope of the A-76 competition, the program office that this contract supports may be significantly affected. Under a standard A-76 competition, the successful offeror may be the government in-house team, another Government agency, or a commercial entity. In the event that a commercial entity is the successful offeror, the Government reserves the right to designate a contractor employee as the Government Designated Representative (GDR).

## **SECTION IV--LEADERSHIP COMPETENCIES**

The twenty one leadership competencies identified below were developed to differentiate the characteristics that made an exceptional leader. Identifying these competencies and incorporating them (particularly the areas of emphasis), into a series of seminars and workshops, lays the foundation to develop and foster exceptional leaders.

Below are the twenty one IRS Leadership Competencies referenced in the statement of work. Of these twenty one, nine are identified below with an "X" to designate those that should be given greater focus in the development of the seminars and workshop:

Leadership	Area of Emphasis
Adaptability	X

Communication	X
Decisiveness	
Integrity/Honesty	
Service Motivation	
Strategic Thinking	X

Customer Satisfaction	Area of Emphasis
Customer Focus	X
Entrepreneurship	X
External Awareness	X
Influencing/Negotiating	X
Partnering	X

Employee Satisfaction	Area of Emphasis
Continual Learning	
Developing Others	
Group Leadership	
Teamwork	
Diversity Awareness	

Business Results	Area of Emphasis
Achievement Orientation	
Business Acumen	
Political Savvy	X
Problem Solving	
Technical Credibility	

## LEADERSHIP

Demonstrates integrity, sound judgment, and the highest ethical standards of public service. Successfully leads organizational change, effectively communicating the Service's mission, core values, and strategic goals to employees and other critical stakeholders and engaging them in the development of objectives that contribute to those goals. Motivates employees to achieve high performance by facilitating a positive workplace that fosters diversity, innovation, and initiative, open and honest communication, and teamwork among employees and peers.

## ADAPTABILITY

Demonstrates openness to change and to receiving new information; readily changes behavior and work methods in response to new information, changing conditions, or unexpected obstacles. Adjusts rapidly to new situations warranting attention and resolution. Modifies tactics or the overall strategy based on requirements of the situation.

1. **Demonstrates Adaptability:** Is able to shift behaviors and priorities based on changing work demands. Alters normal procedures to fit specific needs of team or situation, to get the job done and/or meet goals (e.g., adjusts own schedule, shifts workload).
2. **Modifies Behavior in Reaction to New Situations:** Rapidly adjusts to frequent changes and modifies behavior or management style in response to new situations. Decides what to do based on the situation or people involved.
3. **Adapts Approach to Achieving Goals:** While maintaining the same overall plan or goal, changes *how to accomplish* the plan or goal. Is able to *anticipate* new situations and move into unfamiliar organizations (internal and external) or functional/program areas in an effort to achieve an established plan, goal or project.
4. **Adapts Overall Strategy:** Changes the overall plan, goal or project to fit the situation. May involve making temporary changes to the structure or goal of a program/organization to meet the overall needs of the situation.

## COMMUNICATION

Engages others and facilitates two-way communication through oral and written presentations to individuals and groups. Expresses facts and ideas clearly and in an organized manner. Adapts oral and written communication to the needs, interests and style of the audience. Connects with employees and helps to create a cohesive work environment through effective listening. Uses open communication strategically to achieve an objective. Is tactful, compassionate and sensitive when communicating, treating others with respect.

1. **Fosters Open and Honest Communication:** Engages audience in two-way communication. Presents ideas – either verbally or in writing – in a way that engages others. Selects the appropriate medium for communicating issues. Listens effectively to others ideas and opinions.
2. **Clarifies or Emphasizes the Message:** Conveys the importance of the message clearly and confidently. Shares information (e.g., competitive comparisons, appropriate financials) openly with the team. Listens and responds to others' reactions and uses appropriate methods (e.g., examples, visual aids) to effectively clarify or emphasize the message.

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|---|
| 3. <b>Addresses the Needs, Interests and Style of the Audience:</b> Adjusts communication in accord with audience's mood and emotional reaction. Considers and responds appropriately to the needs, feelings, and capabilities of different people in different situations. Tailors written communication to the type of content and audience. Allows others ample opportunity to react and express themselves. Exchanges information in a constructive, non-critical and non-defensive manner. |
| 4. <b>Uses Communication in a Strategic Manner:</b> Develops an integrated communication approach to support a vision or strategy. Strategically uses communication (e.g., medium, timing, message, presenter) to produce enthusiasm and foster an atmosphere of open exchange and support.   |

## DECISIVENESS

Exercises good judgment by making sound and well-informed decisions; perceives the impact and implications of decisions; makes effective and timely decisions, even when data are limited or solutions produce unpleasant consequences. Exhibits an optimistic and persistent approach when facing business challenges. Acts proactively.
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| 1. <b>Acts Responsively and Makes Timely Decisions:</b> Recognizes and acts upon present opportunities. Overcomes obstacles to address present problems.   |
| 2. <b>Acts Without Complete Information:</b> Stops excessive debate and makes a decision. Sees and acts decisively upon opportunities in the face of ambiguous circumstances or in the midst of a confusing situation. |
| 3. <b>Makes Decisions in Challenging Business Environments:</b> Willingly takes the lead and makes tough decisions in times of crisis. Has confidence to make bold decisions quickly.                                  |
| 4. <b>Persists and Holds Firm on Tough Decisions:</b> Makes and stands by sound decisions when faced with resistance from others.  |

## INTEGRITY/HONESTY

Instills mutual trust, respect and confidence; creates an environment that fosters high standards of ethics and insists on total integrity; behaves in a fair and ethical manner toward others, and demonstrates a sense of organizational responsibility and commitment to public service.
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| 1. <b>Is Candid and Honest About Work Situations:</b> Behaves in a fair, ethical manner toward others. Expresses thoughts even when it would be easier not to be candid about the situation.   |
| 2. <b>Acts Consistently with the Organization's Guiding Principles:</b> Behaves consistently with the Guiding Principles of the organization. Takes pride in being trustworthy. Follows through on promises. Maintains credibility by honest communication and fair treatment of others. |
| 3. <b>Acts with Integrity Even When It is Not Easy to Do So:</b> Acts in a fair and ethical manner even when there is a significant risk. Readily admits to having made a mistake and takes action to correct it. Confronts unethical actions in others.                                 |
| 4. <b>Fosters Integrity and High Ethical Standards in Others:</b> In work situations, encourages others to conduct themselves in a fair and honest manner. Creates and supports an environment in which compassion,  |

support, trust and ethical treatment is valued and practiced.

## SERVICE MOTIVATION

Creates and sustains an organizational environment that motivates others to provide the quality of service essential to high performance. Shows a commitment to public service and serves as an ambassador for their organization. Influences others toward a spirit of service and meaningful contributions to mission accomplishment.

1. **Makes a Personal Commitment to Public Service:** Expresses and demonstrates loyalty and commitment to the organization. Demonstrates pride in the contributions of self, team and the organization. Personally serves as an ambassador for the organization.
2. **Acts to Support the Organization's Mission and Goals:** Aligns own activities and strategies with those of the larger organization. Understands, makes choices and sets priorities to fit with the mission, goals and Guiding Principles of the organization. Instills public trust. Officially interacts with the community as an organization representative.
3. **Encourages Others to Commit to the Organization:** Inspires others to buy into the organization's mission, goals and Guiding Principles. Fosters enthusiasm and passion for organizational and individual excellence. Promotes "corporate sponsorship" in community activities.
4. **Promotes a Positive Image of the Organization:** Represents the organization in national and international venues. Promotes a positive image of the organization through marketing strategies. Encourages and supports outreach programs as the world class leader in tax administration

## STRATEGIC THINKING

Formulates effective strategies that take into account the external influences on an organization from a national and global perspective. Examines policy issues and strategic planning with a long-term perspective leading to a compelling organizational vision. Determines objectives, sets priorities and builds upon strengths. Anticipates potential threats or opportunities.

1. **Understands the Organization's Strategic Goals:** Comprehends organizational goals and strategies developed by others. Prioritizes work in alignment – and acts in accordance with – set strategies, objectives, or goals.
2. **Links Daily Tasks to Strategies, or Long-term Perspectives:** Assesses and links short-term, day-to-day tasks in the context of long-term tax administration strategies or a long-term perspective; considers whether short-term goals will meet long-term objectives.
3. **Develops Work Plans Based on Strategic Priorities:** Analyzes long-term issues, problems or opportunities, and uses this information to develop broad-scale, longer-term objectives, goals, or projects that support the larger organization strategy.
4. **Develops Strategies in Support of the Mission:** Develops and implements tax administration and financial strategies and allocates resources in support of the organization mission. Deals with emerging issues, business trends and changes as a result of strategic changes. Prepares and reviews contingency plans for problems and situations that might occur.

## ***CUSTOMER SATISFACTION***

Demonstrates the importance of customer focus as a critical component of the Service's mission. Listens to customers, constantly gathering their feedback, actively seeking to identify their needs and expectations, and effectively communicating those needs and expectations to employees. Insures that employees do the same, and that they are prompt, professional, fair, and responsive to the circumstances of individual customers, to the extent permitted by law and regulation. Continuously evaluates organizational performance from a customer's point of view.

### **CUSTOMER FOCUS**

Understands the internal and external customers' points of view and uses this understanding to prevent and solve problems, and provide quality services. Solicits internal and external customers' interests and adjusts priorities to meet changing customer needs. Anticipates and meets the needs of customers by delivering and continuously improving quality services.

1. **Solicits and Understands Internal/External Customer Needs:** Solicits and understands customers' points of view. Strives to balance interests of the taxpayers with the interests of the government.
2. **Responds to Internal /External Customer Needs:** Personally interacts with customers to correct problems promptly without being defensive. Works to make self fully available to customers and protect taxpayers' rights.
3. **Takes Action for the Internal/External Customer:** Makes concrete attempts to add value for customers, to make things better for them in some way. Seeks information about the real, underlying needs of the customers beyond those expressed initially, and matches these to available or customized services. Collaborates to develop mutually acceptable outcomes with customers.
4. **Uses a Long-term Perspective:** Works with a long-term perspective in addressing customer problems and issues. May trade off immediate costs for the sake of the long-term relationship. Looks for long-term benefits to the customer.

### **ENTREPRENEURSHIP**

Creates innovative solutions. Identifies opportunities to develop and market services and new products within or outside of the organization. Manages risks; initiates actions that involve a deliberate risk to achieve a recognized benefit or advantage. Encourages others to develop new ideas and take risks.

1. **Develops Solutions to Meet Needs/Opportunities:** Identifies needs and opportunities, and develops new services within or outside the organization. Will consider the radical or unconventional. Is prepared to look beyond the data for solutions.
2. **Encourages Risk-taking in Others:** Promotes an entrepreneurial environment within their work unit. Supports risk-taking by employees in an effort to increase effectiveness. (e.g., uses mistakes as learning opportunities)
3. **Experiments With Solutions:** Sets priorities or chooses goals on the basis of calculated inputs and outputs. Makes explicit considerations of potential cost savings and return-on-investment. Develops and implements varied solutions to increase program and workplace effectiveness.
4. **Takes Calculated Entrepreneurial Risks:** Commits significant resources and/or time (in the face of uncertainty) to increase benefits, (i.e., improve performance, reach a challenging goal, etc.).

## EXTERNAL AWARENESS

Identifies and keeps up-to-date on key policies and economic, political, and social trends that might impact the organization. Understands near-term and long-range plans relating to tax administration in a global economy. Interacts with key stakeholders in industry and the public sector.

1. **Identifies Trends in External Environment:** Identifies and keeps up-to-date on technical improvements; key policies; and economic, political, business and social trends that might impact the organization.
2. **Acts on Current Trends in the External Environment:** Understands and addresses the underlying problems, opportunities or political forces affecting the organization (e.g., tax practitioners, taxpayers, other governmental agencies). Positions the organization's services to take advantage of current trends.
3. **Understands Future Developments in the External Environment:** Understands the direction of government and industry and how changes might impact the organization; considers how present policies, processes, and methods, as well as ongoing issues, might be affected by future developments and trends.
4. **Uses Knowledge of the External Environment to Improve the Organization's Position:** Makes strategic decisions based on emerging trends in the external environment. Uses the understanding of future trends to devise plans to restructure the organization's ability to meet stakeholders' needs.

## INFLUENCING/NEGOTIATING

Influences others; builds consensus through give and take; gains cooperation from others to obtain information and accomplish goals; Seeks common ground that leads to mutually satisfying solutions.

1. **Persuades Based on Facts and Reason:** Uses factual arguments to persuade and influence others (e.g., appeals to reason or data). Prepares thoroughly for presentations.
2. **Adapts Style and Approach:** Adapts a presentation or discussion to anticipate and appeal to the interest and sophistication of others (e.g., appeal to other's self-interest, identify other's sources of concern and addresses those concerns). Adapts an approach to find mutually beneficial solutions.
3. **Influences Through Others:** Gains the support of influential parties and enlists their help in convincing others and getting agreement.
4. **Uses Complex Influence Strategies:** Uses complex strategies, tailored to individual situations, to sell and implement ideas. For example, gets people to take ownership of ideas/plans by involving them; assembles political coalitions or "behind-the-scene" support to increase persuasive impact.

## PARTNERING

Builds strong alliances, engages in cross-functional activities; collaborates across boundaries, and finds common ground with a wide range of stakeholders. Employs contacts to build and strengthen internal support bases. Resolves conflicts and disagreements in a positive and constructive manner.

1. **Makes Informal Contacts and Builds Rapport:** Identifies and uses opportunities to meet new people and develop new relationships. Builds or maintains rapport and trust with a wide circle of associates, customers, and

	others. Uses conflict management techniques for achieving win/win results.
2.	<b>Develops Networks and Builds Alliances:</b> Actively develops and maintains positive relationships with key individuals and organizations (e.g., private sector, NTEU, executives, employee and management organizations).
3.	<b>Uses Networks to Strengthen Internal and External Organization Support:</b> Strategically uses a network of relationships (across business units, government, industry, community, etc.) to support and create opportunities, and ensure the success of the organization's long-range goals.
4.	<b>Enables the Use of Cross-functional Activities and Collaboration:</b> Actively supports others in building and maintaining cross-functional relationships. Establishes policies and supports partnering and collaboration with NTEU representatives, customers, stakeholders, community, etc.

## ***EMPLOYEE SATISFACTION***

Demonstrates the importance of employee satisfaction in successfully accomplishing the Service's mission. Promotes cooperation, flexibility, and teamwork among employees. Ensures that, to the extent possible, employees have the tools and training to do their jobs. Provides continuous, constructive feedback to employees concerning individual and group performance including timely evaluations of performance. Coaches and develops employees so that they realize their full potential as members of the Service. Supports labor-management partnership, responding to employee concerns promptly, identifying trends and taking corrective action to maintain a safe, high-quality work environment in which everyone is treated with respect.

### **CONTINUAL LEARNING**

Creates and values new learning opportunities; grasps the essence of new information; masters new technical and business knowledge; recognizes own strengths and weaknesses; pursues self-development; seeks feedback from others and opportunities to master new knowledge so that customer service and business processes are improved.

1. **Is Aware of Own Strengths and Limits:** Has a realistic sense of own abilities. Willing and able to receive both positive and developmental feedback from others.
2. **Keeps Current in Own Field of Expertise:** Takes initiative to stay current with new approaches in tools, methods or technologies in own discipline by reading, talking to others, attending courses, or by experimenting with innovative approaches.
3. **Makes Long-term Self-development Plans:** Develops long-term goals for self-improvement that will be beneficial to the organization. Seeks out feedback regarding areas for improvement and incorporates into own development planning.
4. **Keeps Current with Business Changes:** Stays current on new tools, methods, technologies or approaches that may potentially impact the business, even when these areas are outside of own area of expertise.

### **DEVELOPING OTHERS**

Develops leadership in others through coaching, mentoring, rewarding, recognizing and teaching employees. Guides subordinates as they do their work. Creates an environment for continuous learning that encourages short- and long-term self-development.

1. **Gives How-to Directions:** Gives detailed instructions and/or on-the-job demonstrations; tells how to do the task; makes specific and helpful suggestions. Works patiently with others who may be struggling.
2. **Informally and Formally Develops Others:** Gives directions or demonstrations with reasons or rationale as a means to develop skills and expertise. Guides others as they do their work without doing the work for them. Supports developing others by serving as an instructor.
3. **Provides Feedback to Encourage Development:** Gives specific positive or developmental feedback for developmental purposes. Reassures others after a setback. Gives individualized suggestions for improvement. Explains on an ongoing basis what was done well and how to improve on technical and business skills.
4. **Does Long-term Coaching or Training to Create Leaders:** Creates an

environment and strategy to support continuous learning (e.g., teaching assignments, on-the-job instruction). Creates and communicates a long-term plan for the development of subordinates' skills, abilities, and competencies. Systematically builds a solid talent pool for the organization; develops high potential people to ensure effective succession planning.

## GROUP LEADERSHIP

Informs people and ensures the practical needs of the group are met. Develops a motivating environment by involving group members in decision-making and goal accomplishment. Develops and implements a shared vision. Leads through personal example and through communication of a compelling vision.

1. **Informs and Involves People:** Lets people affected by a decision know what is happening. Makes sure the group has all of the necessary information about a decision or change. Explains the reasons for a decision or change. Effectively shares information and resources within a workgroup or project team. Contributes to and supports the decision-making processes used by the group.
2. **Supports and Empowers Group Members:** Empowers group members to take accountability and authority for the overall productivity of the group. Involves employees appropriately in the decision making process. Makes sure the practical needs of the group are met by obtaining needed personnel, resources, and information for the group. Models behavior that supports non-hierarchical relationships. Communicates the organization's Mission, Guiding Principles and Strategic Business Goals. Leads through personal example within the work group. Leads through personal example within the territory/operation.
3. **Promotes Group and Cross-functional Effectiveness:** Uses strategies to improve group productivity (e.g., group assignments, cross-training). Obtains cooperation from other areas of the organization to minimize obstacles to goals. Promotes organizational effectiveness by encouraging employees to share information and resources with other areas of the organization in an effort to enhance decision-making, solve mutual problems, and achieve strategic business goals.
4. **Communicates a Compelling Vision:** Develops and implements a shared vision that integrates organizational goals, priorities and values with innovative programs and processes. Communicates a vision that produces clarity, excitement, enthusiasm and commitment. Models the organization's Mission and Guiding Principles.

## TEAMWORK

Fosters commitment, team spirit, pride and trust. Consistently develops and sustains cooperative working relationships. Continuously and openly communicates with team members. Respects and cares for team members. Encourages and facilitates cooperation within the organization.

1. **Cooperates:** Participates willingly and supports team decisions; is a good team player; does his/her share of the work. Treats others as equals.
2. **Keeps Team Members Informed:** As a member of a team, keeps other team members informed and up-to-date about the group process, individual actions, or influencing events; shares all relevant or useful information.

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| 3. | <b>Expresses Positive Expectations of the Team:</b> Expresses positive expectations of others in terms of their abilities, expected contributions, etc. Speaks of team members in positive terms. Shows respect for others. Demonstrates compassion and empathy for team members.     |
| 4. | <b>Builds Teams:</b> Acts to promote a friendly climate, good morale and cooperation (e.g., holds team get-togethers). Resolves team conflicts. Uses knowledge of goals, roles, interpersonal relationships and work processes to build effective teams and improve team performance. |

## DIVERSITY AWARENESS

<p>Values and embraces diversity. Demonstrates confidence in self and others; considers different perspectives and experiences of the workforce and customers. Ensures that the organization builds on these differences and that employees and customers are treated in a fair and equitable manner.</p>
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| 1. | <b>Is Willing to Learn From Others:</b> Solicits ideas and opinions to help form specific decisions or plans. Demonstrates self-confidence. Promotes team cooperation showing positive regard for others who are different from oneself.   |
| 2. | <b>Is Open to Diversity:</b> Respects, treats with courtesy, and relates well to people of diverse backgrounds. Is sensitive to, and shows tolerance for, others' views. Applies knowledge of EEO rules and regulations to promote and maintain a fair work environment  |
| 3. | <b>Values Diverse Perspectives:</b> Encourages group members to contribute. Values and encourages contributions from others who have varying perspectives, experiences, or needs. Understands the underlying causes for someone's feelings, behavior, or concerns. Promotes consensus decision-making.                           |
| 4. | <b>Fosters Diversity:</b> Uses understanding of others to create an environment that values/encourages/learns from various perspectives and experiences. Works to resolve conflicts between individuals with diverse perspectives. Models behavior that demonstrates the importance of diversity and supports diversity efforts. |

## ***BUSINESS RESULTS***

Effectively develops and executes plans to accomplish strategic goals and organizational objectives, setting clear priorities and acquiring, organizing, and leveraging available resources (human, financial, etc.) to efficiently produce high-quality results. Constantly reviews and analyzes performance measures, consults and collaborates with stakeholders, and takes decisive action, in accordance with law, regulation, and Service policy. Continuously seeks to improve business processes, sharing those efforts with other units to better overall Service performance.

### **ACHIEVEMENT ORIENTATION**

Pushes self and others to set and meet goals. Strives to improve performance through balanced measures. Uses creative and innovative techniques for producing quality work and surpassing a standard of excellence. Takes on challenging assignments and persists until significant performance improvements are attained.

1. **Focuses on Doing Well:** Consistently strives to produce quality work. Feels good about accomplishments and is frustrated with inefficiency, waste or internal issues that slow down achieving results.
2. **Sets and Meets Goals:** Sets goals and uses own methods of measuring outcomes against a standard of excellence. May focus on new or more precise ways of meeting goals set by others.
3. **Improves Performance:** Pushes self and team to do better; is not satisfied with current performance levels. Makes specific changes to the system or own work processes in order to improve performance (e.g., does something faster, more efficiently; improves quality, uses creative and innovative techniques).
4. **Accepts Challenges, Persists and Makes Large-Scale Performance Improvements:** Takes on difficult assignments and is excited by the challenge. Creates goals for improvement and measures performance against those goals; compares current performance with baseline (e.g., past) performance to track improvements. Persists until large-scale performance improvements are achieved.

### **BUSINESS ACUMEN**

Applies core management area (financial, human resources and technology) principles and approaches to increase program and workplace effectiveness. Takes steps to prevent waste, fraud and abuse. Manages available resources, makes cost-benefit decisions, and develops and implements strategies to make sound business management decisions in a manner which instills public trust.

1. **Understands Core Management Areas:** Demonstrates a fundamental understanding of the principles of financial management, marketing, human resources management and technology applications in day-to-day activities.
2. **Uses Knowledge of Core Management Areas to Increase Workplace Effectiveness:** Assesses current and future resource (financial and human resource) requirements and uses cost-benefit approaches to set priorities and identify ways to effectively and efficiently satisfy anticipated needs. Considers and uses technology appropriately to increase workplace productivity. Manages programs and budgets in a cost-effective manner.
3. **Understands and Addresses the Most Current Thinking and Practices In**

	<b>Core Management Areas:</b> Uses a broad perspective of the dynamic shifts in the fields of financial management, human resources management and technology applications to identify opportunities for new programs or services.
4.	<b>Anticipates Future Trends and Appropriate Applications of Core Management Areas:</b> Uses in-depth knowledge of the organization and the core management areas to identify and design new strategies for the organization. Determines how the organization can best position itself to add value to the public over the long term.

## POLITICAL SAVVY

Recognizes and acts upon the internal politics that impact the work of the organization. Approaches each problem situation with a clear perception of organizational and political reality; recognizes the impact of alternative courses of action. Uses the most effective channels to accomplish organizational goals.

1.	<b>Understands Formal Structure:</b> Recognizes the current formal structure or capabilities of the organization and how they relate to balanced measures. Uses the formal structure of the organization, rules and regulations, internal policies and procedures, etc. to accomplish work objectives.
2.	<b>Understands Informal Structure:</b> Understands and uses informal structures (identifies key actors, decision-influencers, etc.) and applies this knowledge when formal structure does not work as well as desired. Understands organizational realities, networks, and accepted practices, and knows how these informal structures relate to balanced measures.
3.	<b>Leverages Underlying Organizational Environment:</b> Understands the relationships within and between various groups and how the actions of one group impact others. Recognizes unspoken organizational limitations – what is and is not possible at certain times or in certain situations. Uses the organizational environment and the language, etc., that will produce the best response.
4.	<b>Leverages Organizational Politics:</b> Uses on-going influence and political relationships within the organization (alliances, rivalries) in order to achieve a desired result that will benefit the organization. Identifies opportunities for significant organizational improvement by utilizing personal relationships within the organization.

## PROBLEM SOLVING

Identifies and analyzes problems; distinguishes between relevant and irrelevant information to make logical decisions; provides solutions to individual and organizational problems.

1.	<b>Breaks Down Problems, Issues or Challenges into Each of Its Parts:</b> Sorts out tasks in order of importance. Can separate an issue or problem into its pros and cons and clarify issues.
2.	<b>Solves Routine Problems:</b> Understands how each part of an issue affects another (i.e., A impacts B), and use this information to solve specific/routine problems and issues.
3.	<b>Analyzes Complex Problems and Proposes Solutions:</b> Analyzes complex or large amounts of information and identifies potential solutions. Weighs the value of each solution to improve program and workplace effectiveness.
4.	<b>Anticipates and Prevents Problems:</b> Understands the relationships between work processes, systemic barriers, and needs. Understands how several parts of

an issue or part of a chain of events affect each other – for example, understanding how relationships and work processes impact other work processes that are only indirectly related. Uses this information to anticipate obstacles and take steps to prevent potential problems.

## TECHNICAL CREDIBILITY

Performs and continuously learns about current and emerging issues/developments in own field of expertise. Applies this knowledge to make technically sound operational decisions and helps expand knowledge of area throughout their organization.

1. **Utilizes Knowledge in Own Area:** Is thoroughly conversant regarding major aspects of own area, technical developments, systems, etc. Demonstrates this understanding by applying technical knowledge, experience and information to impact decisions and efforts in own area of expertise.
2. **Demonstrates Deep Understanding of Expertise Area:** Possesses a deep understanding of developments, innovations, and changes in field of expertise. Uses this knowledge and understanding to make technically sound operational decisions that serve internal and external customers well.
3. **Actively Contributes to Enhancing Level of Expertise Within the Organization:** Expands levels of expertise by creating opportunities (e.g., cross-functional assignments, out reach efforts, teaching opportunities) that contribute to increasing the expertise within the work group, business unit and the organization.
4. **Recognized as an Expert in the Field:** Is invited to represent the organization in congressional committees, panels, research consortiums, etc. Is sought out by others to solve problems of a highly technical nature. Attracts new talent into the organization based on credible personal reputation.

## ***EEO***

Takes steps to implement the EEO and affirmative employment goals established by the bureau. Supports staff participation in special emphasis programs. Promptly responds to allegations of discrimination and/or harassment and initiates appropriate action to address the situation. Cooperates with EEO counselors, EEO investigators, and other officials who are responsible for conducting inquiries into EEO complaints. Assigns work and makes employment decisions in areas such as hiring, promotion, training and developmental assignments without regard to sex, race, color, national origin, religion, age, disability, sexual orientation or prior participation in the EEO process. Monitors work environment to prevent instances of prohibited discrimination and/or harassment.

<b>SECTION V--EVALUATION AND ASSESSMENT FORMS</b>
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<i><b>Attendee Evaluation Form</b></i>					
Course Title:					
Date of Course:					
Instructor:					
Please rate the individual evaluation elements identified below by marking an "X" under the designated rating of your choice. Feel free to add pages to your explanations/feedback.					
<b>Evaluation Factor</b>	<b>Evaluation Rating</b>				
	<i><b>1</b></i> Poor	<i><b>2</b></i> Fair	<i><b>3</b></i> Good	<i><b>4</b></i> Very Good	<i><b>5</b></i> Excep- tional
What is your overall assessment of the seminar/workshop? Please explain.  ..... ..... ..... ..... .....					
Provided valuable and honest insight into your personal leadership style. Please provide examples/explanations.  ..... ..... ..... ..... .....					
Relevance of the seminar/workshop to your objectives and goals. Please explain and give examples.  ..... ..... ..... ..... .....					
Quality of outside guest speakers? Please explain.  ..... ..... ..... ..... .....					

Quality of materials/books? Please explain. ..... ..... ..... ..... .....					
Knowledge and presentation style of instructor(s)/facilitator(s)? Please explain. ..... ..... ..... ..... .....					
Quality of the course materials/books selected? Please explain. ..... ..... ..... ..... .....					
Was there a balance between the interactive and instructional elements? Please explain. ..... ..... ..... ..... .....					

<b><i>Annual Business Unit Assessment of the Impact of the Transformational Leadership Seminar/Workshop</i></b>	
Business Unit:	
Name of Individual Submitting This Assessment:	
Reporting Period (mm/dd/year - mm/dd/year):	
Phone Number:	
<p>1. Have this series of workshops directly resulted in the improvement in business processes, increased productivity, or cost savings? If so, please quantify these changes, explain the nature of these changes, the methodology used in collecting the data and measuring the change, and how it benefited your organization.</p>	
<p>2. Have these seminars/workshops been an effective tool for managing change in your organization?</p>	

<b>SECTION VI-- INSTRUCTIONS AND EVALUATION FACTORS</b>
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**1. INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (FAR 52.212-1)(JAN 2004)**

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary

evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100  
470 L'Enfant Plaza, SW

Washington, DC 20407  
Telephone (202) 619-8925)

Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D

700 Robbins Avenue  
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained—

(A) By telephone at (215) 697\_2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it

should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(1) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(7) As authorized by FAR 12.301(b)(1), additional instructions are provided in the addendum to 52.212-1.

(End of Provision)

## ***2. ADDENDUM TO 52.212-1-- INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS***

Offerors proposal shall consist of two separate volumes. Volume I is the technical proposal and Volume II is the combined business/price proposal. Proposals shall be clearly and concisely written, indexed, and logically assembled. Extraneous narrative, elaborate brochures, uninformative "PR" material shall not be submitted. Each page of the proposal shall be appropriately numbered and identified in terms of the solicitation number and the name of the offeror. The total required number of copies is set forth below:

Proposal Volume	Title	No. of Copies Required
Volume I	Technical Proposal	3
Volume II	Business/Price Proposal	3

The proposal shall be delivered to following address by the date and time specified in block 8 of the SF 1449.

<p>INTERNAL REVENUE SERVICE  OFFICE OF PROCUREMENT OPERATIONS  SUPPORT CONTRACTS BRANCH (OS:A:P:O:S)  6009 OXON HILL ROAD, SUITE 500  OXON HILL, MD 20745</p> <p>ATTENTION: S. SHIN/TIRNO-05-R-00002</p>
--

The instructions for preparing the proposal are provided below. Failure to comply the instructions may result in an offer being rejected for being non-responsive.

1. Volume I: Technical Proposal. The technical proposal is limited to 75 pages with a paper size of 8.5x11 and type size that is no smaller than 11 font. The technical proposal shall consist of two sections. The first section is relevant experience and past performance and the second section is technical capability which includes the sample tasks, personnel qualifications, and programmatic flexibility. The following instructions are provided for each section:

*SECTION I: RELEVANT EXPERIENCE AND PAST PERFORMANCE*

Relevant experience and past performance data shall be provided for work that was performed within the past three years that are of comparable size, scope, and nature to the requirement identified in this solicitation. Offerors are required to identify four references, including the company or agency, a point of contact, mailing address, phone number, fax number, and email addresses. Provide a description of the work you performed including dollar value, contract type, and how the scope and nature of the work correlate to the contemplated effort and what impact your course/seminar/workshop had on your customer's organization. Identify all adverse performance issues, the resolution, and the impact on overall performance. In addition to the data identified above, the Government may utilize other sources of information that may provide insight

into the relevant experience and past performance of the offerors, including, but not limited to the NIH Contractor Reporting System. The Government may directly contact the references cited by an offeror. However, the Government reserves the right to contact only those references that appear most pertinent to the contemplated procurement.

## SECTION 2: TECHNICAL CAPABILITY

### SECTION 2.A: SAMPLE TASKS.

Offerors shall submit a proposed plan that is tailored to the IRS for each of the four seminars/workshops that are identified in the statement of work. The plans should clearly demonstrate an understanding of the work that will be performed and how the work will be performed including the structure of the seminars/workshops; a proposed course outline and schedule; the materials and guest speakers that will be utilized; the specific instructional and interactive techniques and models that will be utilized; the major milestones in the planning and coordination; and the minimum lead-time needed to accomplish these milestones.

For purposes of the sample task, offerors shall assume that each seminar will be conducted once in the base period and once in each succeeding option period in Washington, DC with the following seminar sizes:

Seminar 1--Leading Change.....	25 attendees
Seminar 2--Leading Change Seminar for Past Participants .....	100 attendees
Seminar 3--Leading Change Breakthrough Performance Seminar.....	120 attendees
Seminar 4--Performance Engagement Competencies Workshop.....	120 attendees

(Note: these estimates are for proposal evaluation purposes only and will not be identical to the estimates provided in the SOW)

### SECTION 2.B: PERSONNEL QUALIFICATIONS.

Offerors shall provide personnel qualifications, e.g., resumes or curriculum vitae, that demonstrate the professional and academic credentials of each proposed instructor. The offeror shall also indicate, the role of each instructor within the companies organizational structure and how they will be utilized for the contemplated contract.

### SECTION 2.C: PROGRAMMATIC FLEXIBILITY.

Offerors shall identify how it intends to provide programmatic flexibility. Offerors shall address the level of customization it is willing to commit to and provide under this contract; the processes and steps involved in customizing a commercial package to the needs an intact workgroup at the IRS; and how it intends to manage the proposed customization to ensure successful performance from both a programmatic and business standpoint. In addition, offerors shall also address its proposed policy on cancellations

and requests from the Government to modify seminar/workshop delivery time frames. Offerors shall propose a clause that may be included in the resulting contract that states the proposed policy on cancellations and rescheduling such as penalties, notification requirements, etc.

2. Volume II: Business/Price Proposal. The business/price proposal shall be prepared in accordance with the following:

SECTION 1: REPRESENTATIONS AND CERTIFICATIONS. The representations and certifications identified in Section V of this solicitation shall be completed and submitted as part of the business proposal.

SECTION 2: CLIN PRICES. Offerors shall identify its proposed firm fixed price (FFP) for the CLINS and sub-CLINS provided in Section II of this solicitation, except those that the Government has designated as "reimbursable." FFP prices shall be fully loaded and inclusive of not only direct costs, but also indirect costs and profit. Offerors may propose additional CLINS or sub-CLINS as appropriate. However, prices must be proposed for all the FFP CLINS and sub-CLINS identified in Section II.

SECTION 3: SAMPLE TASK PRICES. Offerors shall submit pricing for each of the four seminar/workshops as set forth in the statement of work and in the instructions for the preparation of the technical proposal, Section 1--Sample Tasks. The pricing data shall be provided for each separate performance period with a summary page that identifies the total price for each sample task for each performance period and then the grand total. The total price for each sample task shall be sufficiently detailed as to provide full traceability and insight into the individual CLIN and sub-CLIN prices and quantities that comprise the total sample task prices. Any proposed ODC costs shall require not only a narrative description of the cost, but also a breakdown by unit cost and quantity.

SECTION 4: EXCEPTIONS AND DEVIATIONS. The Offeror shall identify all exceptions and deviations to the provisions set forth in this solicitation.

### **3. SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Sandy Shin, OS:A:P:O:S  
Internal Revenue Service  
Constellation Building, 7th Floor  
6009 Oxon Hill Road  
Oxon Hill, MD 20745

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**4. EVALUATION -- COMMERCIAL ITEMS (52.212-2) (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (i) relevant experience and past performance (see FAR 15.304);
- (ii) technical capability of the services offered to meet the Government requirement;
- (iii) price.

Past performance and technical capability, when combined, are significantly more important than price. The price evaluation shall include a comparative evaluation of the individual CLIN and sub-CLIN prices as well as the total sample task prices.

(b) Options. The price evaluation shall be inclusive of the option prices. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

**5. ADDENDUM TO 52.212-2-- EVALUATION -- COMMERCIAL ITEMS**

As stated in 52.212-2, entitled *Evaluation --Commercial Item (52.212-2)(JAN 1999)*, the factors that shall be used to evaluate the offers are relevant experience and past performance, technical capability, and price. The evaluation of these factors shall be conducted in accordance with *FAR 12.602--Streamlined Evaluation of Offers*. Award shall be made to the offeror who provides the best overall value to the Government.

Relevant Experience and Past Performance shall be evaluated on the currency and relevance of the data, the source of the information, and the extent to which the offeror

was able to positively influence and impact its customers business processes and outcomes.

Technical Capability shall be evaluated to determine whether the offeror's technical approach demonstrates an understanding of the contemplated effort, the resources and expertise needed (e.g., materials, books, personnel, etc.), and programmatic flexibility. The four sample task will be reviewed to determine whether an offeror has demonstrated understanding of the theories of transformational leadership and change management and effectively incorporated these theories into a seminar/workshop format that is highly interactive and capable of being tailored to the needs of different IRS business units and individual workgroups.

Price. The proposed price will be evaluated using price analysis in accordance with FAR 15.404-1(b). The total evaluated price will consist of the total sample task prices for the base and option periods. The Government will also review the individual CLIN/Sub-CLIN prices to determine whether the prices are reasonable and balanced. The Government reserves the right to reject an offer that contains unbalanced pricing as authorized by FAR 15.404-1(h).

## SECTION VII--REPRESENTATIONS & CERTIFICATIONS

### ***1. OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (52.212-3) (MAY 2004)***

(a) Definitions. As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and

3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

\* TIN:\_\_\_\_\_.

\* TIN has been applied for.

\* TIN is not required because:

\* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\* Offeror is an agency or instrumentality of a foreign government;

\* Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

\* Sole proprietorship;

\* Partnership;

\* Corporate entity (not tax-exempt);

\* Corporate entity (tax-exempt);

\* Government entity (Federal, State, or local);

\* Foreign government;

\* International organization per 26 CFR 1.6049-4;

\* Other \_\_\_\_\_.

(5) Common parent.

\* Offeror is not owned or controlled by a common parent:

\* Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it \* is, \* is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it \* is, \* is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it \* is, \* is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it \* is, \* is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it \* is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it \* is, \* is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees);  
or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees  
Average Annual Gross Revenues

50 or fewer  
\$1 million or less

51-100  
\$1,000,001-\$2 million

101-250  
\$2,000,001-\$3.5 million

251-500  
\$3,500,001-\$5 million

501-750  
\$5,000,001-\$10 million

751-1,000  
\$10,000,001-\$17 million

Over 1,000  
Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It \_\_\_ is, \_\_\_ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It \_\_\_ has, \_\_\_ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It \_\_\_ is, \_\_\_ not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the

HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It \_\_\_ has, \_\_\_ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It \_\_\_ has, \_\_\_ has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.  
COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

FTA Country or Israeli End Products:

LINE ITEM NO.  
COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation

entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.  
COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

---

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:  
Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:  
Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified

acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) \_\_\_ Are, \_\_\_ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) \_\_\_ Have, \_\_\_ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) \_\_\_ Are, \_\_\_ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product

Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end

product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of Provision)

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address \_\_ is, \_\_ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

